

**IT IS HEREBY ADJUDGED  
and DECREED this is SO  
ORDERED.**

The party obtaining this order is responsible for  
noticing it pursuant to Local Rule 9022-1.

**Dated: April 27, 2010**



**TIFFANY & BOSCO**  
P.A.

**2525 EAST CAMELBACK ROAD**

**SUITE 300**

**PHOENIX, ARIZONA 85016**

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*Randolph J. Haines*

**RANDOLPH J. HAINES  
U.S. Bankruptcy Judge**

Mark S. Bosco  
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Leonard J. McDonald  
State Bar No. 014228  
Attorneys for Movant

10-07905

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF ARIZONA**

IN RE:

Sandra Lee Simmons,

Debtor.

Wells Fargo Bank, N.A.,

Movant,

vs.

Sandra Lee Simmons, Debtor, William E. Pierce,  
Trustee.

Respondents.

No. 0:10-BK-07469-RJH

Chapter 7

ORDER

(Related to Docket #13)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

**IT IS HEREBY ORDERED** that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real  
2 property which is the subject of a Deed of Trust dated October 19, 2004 and recorded in the office of the  
3 Mohave County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Sandra Lee  
4 Simmons has an interest in, further described as:

5 Lot Sixty One (61), Block Three (3), FOX RIDGE, TRACT 5023, according to the plat thereof,  
6 recorded October 12, 1993, at Fee No. 93-57954, in the office of the County Recorder of Mohave  
County, Arizona.

7 EXCEPT all oil, gas, coal and other minerals as reserved in instrument recorded in Book 78 of  
8 Deeds, page 259.

9 IT IS FURTHER ORDERED that Movant may contact the Debtor by telephone or written  
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
11 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
12 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against  
13 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

14 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter  
15 to which the Debtor may convert.

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